



WASHOE COUNTY

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Risk Mgt. MS
HR _____
Other _____

STAFF REPORT

BOARD MEETING DATE: July 14, 2015

DATE: June 24, 2015
TO: Board of County Commissioners
FROM: James Popovich, Specialty Courts Manager, 2nd Judicial District Court
(775) 325-6769, james.popovich@washoecourts.us

Kevin Schiller, Acting Director, Washoe Co. Dept. of Social Services
(775) 328-2008, kschiller@washoecounty.us

THROUGH: Jackie Bryant, District Court Administrator and Clerk of Court

SUBJECT: Request the Board of County Commissioners approve the Professional Services Agreement for Adult Drug Court Services Between Washoe County, the 2nd Judicial District Court, and the Washoe County Dept. of Social Services, and Bristlecone Family Resources in the amount of \$445,732, retroactive to July 1, 2015, for the period July 1, 2015 through June 30, 2016. (All Commission Districts)

SUMMARY

The approval of the Professional Services Agreement between the Second Judicial District Court and the Washoe County Dept. of Social Services, and Bristlecone Family Resources allows the Court to continue the Adult Drug Court program. The Adult Drug Court provides defendants charged with drug-related crimes with outpatient treatment services and drug testing with the goal of reducing further involvement in the criminal justice system.

The Court conducted a Request for Proposal (#2856-13) in April, 2013 through County Purchasing. Three proposals were received in response to the RFP. After a thorough evaluation of each proposal, the bid from Bristlecone Family Resources (BFR) was selected due to cost, comprehensiveness of services, and experience as a drug court provider. The term of the original Agreement was for a period of twelve months, beginning July 1, 2013 and ending on June 30, 2014 with a provision for two (2) one (1) year extensions from July 1st through June 30th of the respective year at the discretion of the Court and subject to negotiations and continued funding. Bristlecone was awarded one (1) year extension from July 1, 2014 through June 30, 2015 with the Board's approval on July 8, 2014.

County Priority supported by this item: Safe, secure, and healthy communities. It also supports the District Court's goal to alleviate jail overcrowding.

PREVIOUS BOARD ACTION

The Board has previously approved Professional Services Agreements with Bristlecone Family Services for Adult Drug Court since FY 02-03, with the most recent action taken on July 8, 2014.

BACKGROUND

The Adult Drug Court was established by the 2nd Judicial District Court in 1995 as a specialty court designed to engage the drug-addicted criminal offender in intensive therapeutic and judicial intervention.

In December, 2002 a Request for Proposal (RFP) for Drug Testing, Counseling, and Case Management Services was released (#2370-03) and the bid from Bristlecone Family Resources (BFR) was selected. In March, 2006, another Request for Proposal was issued (#2534-06), and Bristlecone Family Resources was again selected as the contractor for the Adult Drug Court due to cost, comprehensiveness of services, and experience as a drug court provider. A third RFP was issued in March, 2010, (#2730-10) with the selection once again of Bristlecone Family Resources.

The contract for FY 15-16 will support five professional substance abuse counselors and one drug court administrator exclusively to the Adult Drug Court, along with approximately 15% of support staff (Medicaid billing, participant management, human resources and information technology), 90% of a receptionist and 35% of a clinical director. The Contractor agrees to provide a full 18 months of service for each participant. The flat fee covers all counseling costs, with no additional charges to program participants for outpatient counseling.

Washoe County Social Services, Adult Services Division, will provide payment not to exceed \$50,000 for indigent health care treatment services for participants who are residents of Washoe County and determined to be eligible for indigent health care services by the Adult Services Division.

The Court charges each offender for treatment and drug testing costs in the amount of \$2,000. In addition, participants are assessed a supervision fee of \$50 per month to cover Court costs for the administration of the program.

FISCAL IMPACT

The appropriation authority is provided in the FY 15-16 District Court budget (\$395,732), Internal Order 20215, account 710100 and the FY 15-16 Social Services budget (\$50,000), from Indigent resources available in Cost Centers 179300 and 210100.

RECOMMENDATION

It is recommended that the Board of County Commissioners approve the Professional Services Agreement for Adult Drug Court Services between Washoe County, the 2nd Judicial District Court and the Washoe County Dept. of Social Services, and Bristlecone Family Resources in the amount of \$445,732, retroactive to July 1, 2015, for the period July 1, 2015 through June 30, 2016, and if approved, authorize the Chairman to execute same.

POSSIBLE MOTION

If the Board agrees with the request, move to approve the Professional Services Agreement for Adult Drug Court Services between Washoe County, the 2nd Judicial District Court and the Washoe County Dept. of Social Services, and Bristlecone Family Resources in the amount of \$445,732, retroactive to July 1, 2015, for the period July 1, 2015 through June 30, 2016, and if approved, authorize the Chairman to execute same.

Copy: Hon. David Hardy, District Court Chief Judge
Hon. Peter Breen, Senior Judge
Jackie Bryant, District Court Administrator and Clerk of Court
Heather Potts, Court Fiscal Services Administrator
Joey Orduna Hastings, Assistant County Manager
Keith Munro, Deputy District Attorney
Budget Agenda Coordinator
Mary Solorzano, Acting Comptroller
Agenda Coordinator

PROFESSIONAL SERVICES AGREEMENT
FOR ADULT DRUG COURT SERVICES

This Agreement is made and entered into this 1st day of July, 2015, by and between the Second Judicial District Court of Washoe County, hereinafter "Court", Washoe County, a political subdivision of the State of Nevada, hereinafter "County" and Bristlecone Family Resources, a Nevada non-profit corporation, hereinafter "Contractor".

W I T N E S S E T H:

WHEREAS, Court desires to maintain the Adult Drug Court, established in 1995, as a specialty court designed to engage the drug addicted criminal offender who may be amenable to treatment through intensive therapeutic and judicial intervention; and

WHEREAS, Contractor possesses the necessary licenses, skills, education and experience to provide professional services of intensive therapeutic treatment required by Court and has agreed to perform such services for the Court pursuant to the terms and conditions set forth herein;

NOW THEREFORE, and in consideration of the mutual promises provided herein and subject to the terms and conditions as provided below, Contractor and Court/County agree as follows:

ARTICLE I

SCOPE OF SERVICES

1. Scope of work: Contractor will provide five professional substance abuse counselors and one drug court administrator exclusively to the Adult Drug Court, along with approximately 15% of support staff (Medicaid billing, client management, human resources and information technology), 90% of a receptionist, and 35% of a clinical director.
2. Assessment: Contractor will measure a participant's progress in treatment through changes in the six dimensions of multi-dimensional assessment. Contractor will either increase or decrease the intensity of treatment services based on the participant's distinct issues. The ASAM dimensions that are continuously assessed include:
 1. acute intoxication and/or withdrawal potential (detox)
 2. bio-medical conditions and complications (primary care)
 3. emotional, behavioral or cognitive conditions and complications (mental health)

4. readiness to change (treatment acceptance and resistance)
 5. relapse, continued drug use, or continued problem potential (barriers)
 6. recovery/living environment (housing)
3. ASAM's Levels of CARE (LOC): Treatment for the Adult Drug Court participants will follow a Continuum of Care based on the ASAM Criteria. Each level of care has a different level of intensity. Some participants will require residential treatment before continuing their Drug Court program. All treatment services are individualized and therefore participants enrolled in the Adult Drug Court may require varying levels of care including but not limited to withdrawal management, residential, and day/evening treatment (ASAM Level II.1 and III).

Recommendations for the level of intensity for treatment will be determined following a comprehensive bio-psycho-social assessment and then discussed with the Drug Court Judge and the participant during court sessions. The level of care will be matched with a Drug Court Phase and requirements for compliance will be determined by the Drug Court Judge.

Phase I (Level 1.7): Length is generally two months

- Comprehensive bio-psycho-social assessment and treatment intake
- Three one-hour Group Sessions per week
- One Individual Counseling Session every week

Phase II (Level 1.5): Length is generally three months

- Two one-hour Group Sessions per week
- One Individual Counseling Session every other week

Phase III (Level 1.3): Length is generally three months

- Two one-hour Group Sessions per week
- One Individual Counseling Session every third week

Phase IV (Level 1.1): Length is generally four months

- One one-hour Group Session per week
- One Individual Counseling Session every month
- Completion of a Continuing Care Plan for Phase V

Phase V (Level 1.1): Aftercare – Length is generally six months, with a 12-month maximum

- One Individual “check-in” with primary counselor per month

Contractor will work with each participant to prepare a written Continuing Care program to be approved by the Court prior to graduation from the Drug Court. Participants will be required to participate in Continuing Care following graduation from the Drug Court.

4. Access to Services for Spanish-Speaking Participants: Contractor will ensure Spanish-speaking participants have the same access to counseling services in their native language as other program participants, preferably through on-site Spanish-speaking counselors.
5. Adult Drug Court Administrator: Contractor agrees to retain a full-time Adult Drug Court Administrator to develop, implement, evaluate, and oversee the program. The Drug Court Administrator is responsible for preparing for and participating in the following:
 - i. New Participant Orientation (once per week) to include introduction to and explanation of intake packet (consents, agreements, procedures, guidelines; introduction to and explanation of treatment, phases, contractual obligations; scheduling of assessment; participant file creation)
 - ii. Creation and maintenance of priority lists for staffing purposes
 - iii. Preparation of dockets, graduation certificates
 - iv. Lead staff for Drug Court Staffing (minimum twice/week)
 - v. Presence at all Drug Court Review Hearings
 - vi. Supervision of treatment data entry into Drug Court Case Management (DCMM) system
 - vii. Supervision of Relapse Panel
 - viii. Assisting counselors with referrals to employment, housing, vocational rehabilitation, school (GED), mental health treatment, pregnancy/parenting resources, self-help meetings, medical, dental, and other needed participant services
 - ix. Development and maintenance of agency policies and procedures regarding the Adult Drug Court program.
6. Treatment Fees from Participant to Contractor: The only time a participant may pay a treatment fee to the Contractor during the time of enrollment in the Drug Court, is if residential treatment is required. In such a case, all participants will receive a financial assessment to determine the participant's appropriate level of financial responsibility pursuant to the Sliding Fee Scale (Exhibit A). The responsibility for collection remains with the Contractor.
7. Accessing Other Sources of Funding: Bristlecone will seek payment from SAPTA, Medicaid, or private insurance for the following services.
 - Assessment
 - Treatment Planning
 - Individual Counseling
 - Education Groups
 - Basic Skills Training
 - Process Groups
 - Discharge Planning

ARTICLE II

CONTRACTOR'S RESPONSIBILITIES

1. Quality of Services: Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by Contractor, its subcontractors and their principals, officers, employees and agents under this Agreement. Contractor agrees to follow practices consistent with generally accepted professional and technical standards for drug treatment.
2. Replacement of Personnel: Should any subcontractor, officer, employee or agent under this Agreement be unable to complete his/her responsibility for any reason, the Contractor will replace that individual with a qualified person immediately. If Contractor fails to make the required replacement within 30 days, and this failure prohibits in any way the provisions of the intensive therapeutic treatment services, Court may terminate this Agreement for default.
3. Reporting Requirements: Contractor will be present at all Drug Court proceedings to report on participant's treatment progress and other reporting requested by the Drug Court Judge, including participation in the Court's electronic reporting system, DCCM. Drug Court is to be held on various dates and times as determined by the Drug Court Judge. Contractor also agrees that its officers and employees will be available for consultation with the Drug Court Judge at such reasonable times with advance notice so as not to conflict with other responsibilities under this Agreement.
4. Treatment Documentation: Contractor will provide the Court and the Drug Court Attorney appropriate treatment documentation prior to the commencement of each Drug Court session. This documentation should include but not be limited to: participant name, entry date into program, counseling progress and attendance record since admittance to the program. This information will be entered electronically in the Court's electronic reporting system, DCCM. Contractor shall also maintain and make available to the Court complete records of every participant's involvement with the program for general statistical purposes.
5. Weekly Participant Orientation: Contractor will participate in a weekly orientation to review and accept new participants for the purpose of initiating treatment for newly admitted participants.

ARTICLE III

COURT'S RESPONSIBILITIES

1. Contract Administrator: Court designates the Specialty Courts Manager of the Second Judicial District Court as the individual who will be responsible for the

contract administration for the Adult Drug Court, with the assistance of the Court Fiscal Services Administrator. Contract administration will include the review of all reports, billing verification, the coordination of all meetings, and response to all questions of Contractor.

2. Provision of Information: Court/County agrees to provide to Contractor all available information to complete services required by this Agreement.

ARTICLE IV

FEEES FOR SERVICES

1. Maximum Number of Participants Enrolled: For services provided for participants enrolled during the term of this contract, the Court/County will pay Contractor a total of \$445,736 subject to the terms in Article V to an enrollment maximum of 192 participants (average 16 per month). Contractor guarantees that services will be provided to enrolled participants for the entire period the participant is enrolled in the Adult Drug Court program. No additional fees will be assessed to the participant for these outpatient counseling services.
2. Re-admittance After a Year Plus Absence: A participant who has been discharged or gone from the program for any reason for more than 12 months cannot be readmitted under the terms of this contract. The participant may be admitted under a subsequent contract as a new participant under the terms and conditions of that contract.
3. Monthly Billing Statement and Payment Plan: Contractor shall submit a billing statement to the Specialty Courts Manager each month, by the 5th calendar day. The statement shall reflect that it is for services provided pursuant to Article I, Section 1 of this Agreement. The Court/County will make payment of this billing within 30 days of the receipt and approval of such billing. Payments shall be made monthly in the amount of Thirty-Seven Thousand One Hundred and Forty-Four Dollars (\$37,144.33).
4. Contract Not-to-Exceed Amount: The cost to the Court/County for services under this contract will not exceed Four Hundred and Forty-Five Thousand, Seven Hundred Thirty-Two Dollars (\$445,732).
5. Funding Out Clause: In the event that the Court/County fails to appropriate or budget funds for the purposes as specified in this Agreement, or in the event a funding source as identified herein to pay the costs of services hereunder does not become available or is terminated for any reason, the Court/County may terminate this Agreement at any time and Contractor agrees to such termination without penalty. Court/County shall endeavor to give contractor as much written notice as possible before termination.

ARTICLE V

TIME PERIOD FOR COMPLETION AND TERMINATION

1. Term: The term of this Agreement shall be for a period of twelve months, beginning July 1, 2015 and ending on June 30, 2016 or until this Agreement is terminated pursuant to Article IV Section 5 (Funding Out Clause) and/or Article V Section 2 (Termination of Contract for Cause) and/or Article V Section 3 (Termination of Contract Without Cause). Participants will be placed into the program at any time during the term of this Agreement and may receive services as provided herein.

2. Termination of Contract for Cause: In the event that the Court/County believes that Contractor is not performing services satisfactorily or in a timely fashion, Court/County will notify the Contractor of such fact. Contractor will have 30 days to cure its performance to the Court's and County's satisfaction. If the unsatisfactory performance is not cured within 30 days, the Court/County may terminate this Agreement by notifying Contractor of said termination. The Agreement will then terminate on the date specified in the notice of termination. Contractor shall be paid for services performed to the date of termination.

3. Termination of Contract Without Cause: In addition to termination pursuant to Section 2 above, the Court/County may terminate this Agreement without cause upon 90 days prior written notice. Subsequent to the written notice of termination, but before the expiration of the 90 days, the Contractor and Court/County agree to mutually audit the status of client enrollment and service provision to determine if Contractor will perform the services for which it has been paid or will choose to reimburse the Court/County for the services it has not yet performed, but for which it has been paid.

ARTICLE VI

GENERAL PROVISIONS

Standard of Performance: Contractor shall perform services in connection with this Agreement in accordance with generally accepted professional standards for the treatment of drug/alcohol rehabilitation services and mental health counseling and treatment services with the direction and approval of the Drug Court Judge.

1. Independent Contractor Status and Certification: Contractor is an independent contractor, not a County or Court employee. Contractor's employees or contract personnel are not County or Court employees. Contractor and County/Court agree to the following rights consistent with an independent contractor relationship:
 - a. Contractor has the right to perform services for others during the term of this Agreement.
 - b. Contractor has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed.
 - c. Contractor shall not be assigned a work location on County premises, and Contractor has the right to perform the services required by this Agreement at any place, location or time.
 - d. Contractor will furnish all equipment and materials used to provide the services required by this Agreement.
 - e. Contractor has the right to hire assistants as subcontractors or to use Contractor's employees to provide the services required by this Agreement.
 - f. Contractor or Contractor's employees or contract personnel shall perform the services required by this Agreement and Contractor agrees to the faithful performance and delivery of described services in accordance with the time frames contained herein. Neither County nor Court shall hire, supervise or pay any assistants to help Contractor.
 - g. Neither Contractor nor Contractor's employees or contract personnel shall receive any training from County in the skills necessary to perform the services required by this Agreement.
 - h. Neither County nor Court shall require Contractor or Contractor's employees or contract personnel to devote full time to performing the services required by this Agreement.

Further, Contractor hereby certifies:

- i. That Contractor is not an employee of County or Court and thereby Contractor waives any and all claims to benefits otherwise provided to employees of the County or Court, including, but not limited to: medical, dental, or other personal insurance, retirement benefits, unemployment benefits, and liability or worker's compensation insurance.
 - j. That Contractor is licensed by the State or other political subdivisions to provide similar services for other participants/customers. Contractor's business license # is _____ . Contractor must provide Federal Tax or Social Security Number on required Form W-9 OR Contractor is not licensed as Contractor and is exempt because _____ .
 - k. That Contractor understands that he/she is solely responsible, individually for federal taxes and social security payments applicable to money received for services herein provided. Contractor understands that an IRS Form 1099 will be filed by the County for all payments received.
 - l. That Contractor agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the County to make any payment under this Agreement, to provide County with a certificate issued by an insurer in accordance with NRS 616B.627 and NRS 617.210.
2. Indemnification/Insurance: Washoe County has established specific indemnification and insurance requirements for contracts/agreements with contractors/consultants to help ensure that reasonable insurance coverage is maintained. Indemnification and hold harmless clauses are intended to ensure that contractors/consultants are aware of and accept the responsibility for losses or liabilities related to their activities. Exhibit B, Pages 1-4, is attached and included by reference. All conditions and requirements identified in this Attachment shall be completed prior to the commencement of any work under this contract/agreement.
 3. Participant Records: Contractor understands and agrees that participant records regarding treatment provided must be kept and maintained in a form satisfactory and necessary to enable the Court/County to ascertain that services are provided consistent with this Agreement and to enable the Court/County to obtain reimbursement or payment pursuant to the requirements of the funding sources used to pay Contractor hereunder. Except as otherwise required by law, this section does not make such records public records. The parties understand and agree that should a request be made for such records, the parties will work cooperatively to determine pursuant to law, what portions may be subject to disclosure.
 4. Discrimination: In connection with the performance of all of the obligations under this Agreement, the Contractor shall not discriminate against any person referred to

Contractor for services because of race, religion, color, sex, sexual orientation, age, disability, or national origin.

5. Governing Law: This Agreement shall be deemed to be entered into in the County of Washoe, State of Nevada, and shall be construed in accordance with the laws of the State of Nevada.
6. Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes all other proposals and representations, both oral and in writing covering the subject matter hereof.
7. Notice: When by terms of this Agreement written notice is required to be sent, such notice shall be deemed sufficient if sent by regular mail, postage prepaid to the parties at the addresses appearing below. Notice shall be deemed received 3 days following mailing.

To Second Judicial District Court:

Jackie Bryant, Court Administrator
Second Judicial District Court
75 Court St.
Reno, Nevada 89501

To County:

Ken Retterath, Acting Director
Washoe County Dept of Social Services
P.O. Box 11130
Reno, Nevada 89520

To Contractor:

Tammra Pearce, Executive Director
Bristlecone Family Resources
P.O. Box 52230
Sparks, NV 89435

8. Headings Not Controlling: The headings of the articles and sections of this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of intent of any provision of this Agreement and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

In witness wherefore, the parties hereto have executed this Agreement on the day and in the year first written above.

SECOND JUDICIAL DISTRICT COURT

By _____
Jackie Bryant, Court Administrator

WASHOE COUNTY DEPT OF SOCIAL SERVICES

By _____
Ken Retterath, Acting Director

CONTRACTOR

By _____
Tammra Pearce, Executive Director
Bristlecone Family Resources

WASHOE COUNTY

By _____
Chairman
Washoe County Commission

ATTEST:

County Clerk

Exhibit A

Bristlecone Family Resources

SLIDING FEE SCALE WORKSHEET/AGREEMENT

AGENCY NAME: Bristlecone Family Resources DATE: _____

CLIENT'S NAME: _____

UNIQUE CLIENT ID: _____ PROGRAM LOCATION: _____

As a client of Bristlecone Family Resources we offer you the opportunity to have your fees determined according to a sliding fee scale which takes into account income and household size. Reduction of your fees according to this sliding schedule of fees is contingent upon your providing verifying information. Such documentation should be provided at the intake session at which your share of costs is determined. If you do not provide the qualifying information as requested, your fees will be assessed at 100%. SAPTA's sliding fee scale policy and chart will apply only to those households with less than \$22,049 annual income.

1. \$ _____ TOTAL ANNUAL INCOME: Identify all income received by you and others residing in the same household during the past twelve months. (Gross money, wages, and salaries before any deductions.)
2. _____ NUMBER IN HOUSEHOLD: (Enter number including client.)

	Others: Name (first and last)	Age	Relationship to Client
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____

SLIDING FEE SCALE CALCULATIONS: Circle the percentage that corresponds to the appropriate income and number in the household. Multiply this percentage by unit rate to determine client co-pay.

Level of Service	Check One	ANNUAL INCOME	NUMBER IN HOUSEHOLD		
			1	2	3+
Outpatient		Under \$10,829	20%	20%	15%
Outpatient COD		\$10,830 to \$14,569	25%	20%	15%
Intensive OP		\$14,570 to \$18,309	30%	25%	20%
Intensive OP COD		\$18,310 to \$22,049	35%	30%	25%
Residential III.3		\$22,050 to \$25,789	60%	50%	40%
Detoxification III.2d		\$25,790 to \$29,529	70%	60%	50%
		\$29,530 to \$33,269	80%	70%	60%
		\$33,270 to \$37,019	100%	80%	60%
		\$37,020 plus	100%	100%	100%

If you are a non-emancipated minor under 18 years of age, your parent or legal guardian must sign the application. If you are a dependent adult under a conservatorship of estate, your conservator must sign the application.

**Cost per Unit
SFY 2011**

Treatment

By signing below, I acknowledge that I have received a copy of this information. I understand that I will be responsible for _____ % of my substance abuse treatment costs. The costs of my treatment will be based on the number and types of services offered me. I can review my costs for treatment at any time. I understand that if my financial situation changes during treatment, revised sliding fee calculations may be made and will be effective for services provided after the date the new scale is signed. I further acknowledge that all information provided by me is accurate to the best of my knowledge.

CLIENT SIGNATURE: _____ DATE: _____

PARENT/GUARDIAN: _____ DATE: _____

WITNESSED BY (program staff): _____ DATE: _____

CATEGORY OF SERVICE	FEE Per HOUR	FEE Per 90 MIN.	FEE Per DAY	FEE Per WEEK	FLAT FEE
Outpatient Services – Individual (Level I) Adults	55.00	82.50			
Outpatient Services – Group (Level I)	20.00	30.00			
Outpatient Services – COD - Individual	70.00	105.00			
Outpatient Services – COD - Group	32.00	45.00			
Family Counseling**	100.00	150.00			
Intensive Outpatient – (Level II)	75.00	112.50			
Intensive Outpatient – COD	59.00	88.50			
Residential Treatment – (Level III)			80.00		
Detoxification (Level III.2-D)			130.00		
Transitional Housing – Per Week**			25.00	155.00	
Gambling ONLY Assessment**					100.00
Substance Abuse ONLY Assessment**					100.00
Gambling/Substance Abuse Assessment**					125.00
Comprehensive Evaluation **					90.00

** Sliding Fee Scale Does Not Apply

Client cost per unit of Service: _____ % X rate _____ equals \$ _____ Client Initials: _____

Client cost per unit of Service: _____ % X rate _____ equals \$ _____ Client Initials: _____

Client cost per unit of Service: _____ % X rate _____ equals \$ _____ Client Initials: _____

Client cost per unit of Service: _____ % X rate _____ equals \$ _____ Client Initials: _____

Exhibit B

INSURANCE/HOLD HARMLESS REQUIREMENTS FOR PROFESSIONAL SERVICES

INTRODUCTION

Washoe County has established specific insurance and indemnification requirements for CONTRACTORS contracting with the County to provide services, use County facilities and property, or receive funding. Indemnification and hold harmless clauses and insurance requirements are intended to assure that an CONTRACTOR accepts and is able to pay for a loss or liability related to its activities.

ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT CONTRACTORS CONFER WITH THEIR RESPECTIVE INSURANCE CARRIERS OR BROKERS TO DETERMINE THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN. IF THERE ARE ANY QUESTIONS REGARDING THESE INSURANCE REQUIREMENTS, IT IS RECOMMENDED THAT THE AGENT/BROKER CONTACT THE COUNTY RISK MANAGER DIRECTLY AT (775) 328-2071.

INDEMNIFICATION AGREEMENT

CONTRACTOR agrees to hold harmless, indemnify, and defend COUNTY, its officers, agents, employees, and volunteers from any loss or liability, financial or otherwise resulting from any claim, demand, suit, action, or cause of action based on bodily injury including death or property damage, including damage to CONTRACTOR'S property, caused by any negligent act, omission, or failure to act, on the part of CONTRACTOR, its employees, agents, representatives, or Subcontractors arising out of the performance of work under this Agreement by CONTRACTOR, or by others under the direction or supervision of CONTRACTOR.

In the event of a lawsuit against the COUNTY arising out of the activities of CONTRACTOR, should CONTRACTOR be unable to defend COUNTY due to the nature of the allegations involved, CONTRACTOR shall reimburse COUNTY, its officers, agents, and employees for cost of COUNTY personnel in defending such actions at its conclusion should it be determined that the basis for the action was in fact the negligent acts, errors or omissions of CONTRACTOR.

GENERAL REQUIREMENTS

CONTRACTOR shall purchase Industrial Insurance, General Liability, and Automobile Liability as described below. The cost of such insurance shall be borne by CONTRACTOR. CONTRACTOR may be required to purchase Professional Liability coverage based upon the nature of the service agreement.

INDUSTRIAL INSURANCE

It is understood and agreed that there shall be no Industrial Insurance coverage provided for CONTRACTOR or any Sub-consultant by COUNTY. CONTRACTOR agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the COUNTY to make any payment under this Agreement to provide COUNTY with a certificate issued by an insurer in accordance with NRS 616B.627 and with a certificate of an insurer showing coverage pursuant to NRS

617.210 for CONTRACTOR and any sub-consultants used pursuant to this Agreement.

DrugCourtServices.072009

If CONTRACTOR or Subcontractor is a sole proprietor, coverage for the sole proprietor must be purchased and evidence of coverage must appear on the Certificate of Insurance. Such requirement may be waived for a sole proprietor who does not use the services of any employees, Subcontractors, or independent contractors and completes an Affirmation of Compliance pursuant to NRS 616B.627.

Should CONTRACTOR be self-funded for Industrial Insurance, CONTRACTOR shall so notify COUNTY in writing prior to the signing of this Agreement. COUNTY reserves the right to approve said retentions and may request additional documentation financial or otherwise for review prior to the signing of this Agreement.

It is further understood and agreed by and between COUNTY and CONTRACTOR that CONTRACTOR shall procure, pay for, and maintain the above-mentioned industrial insurance coverage at CONTRACTOR'S sole cost and expense.

MINIMUM LIMITS OF INSURANCE

CONTRACTOR shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit or revised to apply separately to each project or location.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. No aggregate limits may apply.
3. Professional Liability: \$1,000,000 per claim and as an annual aggregate.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the COUNTY Risk Management Division. COUNTY reserves the right to request additional documentation, financial or otherwise, prior to giving its approval of the deductibles and self-insured retention and prior to executing the underlying agreement. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy, must be approved by the COUNTY Risk Manager prior to the change taking effect.

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. COUNTY, its officers, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of CONTRACTOR, including COUNTY'S general supervision of CONTRACTOR; products and completed operations of CONTRACTOR; premises owned, occupied or used by CONTRACTOR; or automobiles owned, leased, hired, or borrowed by CONTRACTOR. The coverage shall contain no special limitations on the scope of

protection afforded to COUNTY, its officers, employees or volunteers.

2. CONTRACTOR'S insurance coverage shall be primary insurance as respects COUNTY, its officers, employees and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, employees or volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it in any way.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to COUNTY, its officers, employees or volunteers.
4. CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to COUNTY except for nonpayment of premium.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-: VII. COUNTY, with the approval of the Risk Manager, may accept coverage with carriers having lower Best's Ratings upon review of financial information concerning CONTRACTOR and insurance carrier. COUNTY reserves the right to require that CONTRACTOR'S insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted list.

VERIFICATION OF COVERAGE

CONTRACTOR shall furnish COUNTY with certificates of insurance and with original endorsements affecting coverage required by this exhibit. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. **All certificates and endorsements are to be addressed to the specific COUNTY contracting department and be received and approved by the COUNTY before work commences.** COUNTY reserves the right to require complete, certified copies of all required insurance policies, at any time.

SUBCONTRACTORS

CONTRACTOR shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

MISCELLANEOUS CONDITIONS

1. CONTRACTOR shall be responsible for and remedy all damage or loss to any property, including property of COUNTY, caused in whole or in part by CONTRACTOR, any Subcontractor, or anyone employed, directed or supervised by CONTRACTOR.
2. Nothing herein contained shall be construed as limiting in any way the extent to which the

CONTRACTOR may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Subcontractor under it.

3. In addition to any other remedies COUNTY may have if CONTRACTOR fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, COUNTY may, at its sole option:
 - a. Order CONTRACTOR to stop work under this Agreement and/or withhold any payments which become due CONTRACTOR hereunder until CONTRACTOR demonstrates compliance with the requirements hereof;
 - b. Purchase such insurance to cover any risk for which COUNTY may be liable through the operations of CONTRACTOR if under this Agreement and deduct or retain the amount of the premiums for such insurance from any sums due under the Agreement;
 - c. Terminate the Agreement.